



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

here makes that right effective. On the whole, then, it would seem that the liability of the terminal carrier under this statute is not affected by the Carmack Amendment, and that the intention of Congress to exclude the state in regard to this right is not sufficiently clear.

INTOXICATING LIQUORS — SALES — ORDER BY FRIEND WITHIN PROHIBITED TERRITORY. — The defendant, at the request of a neighbor, ordered a quantity of beer to be shipped into a dry county, paying for it himself and delivering it upon its arrival to the neighbor, who repaid him. The defendant had no interest in the beer or profit from the enterprise. He was indicted under a local option law making it an offense "to sell, give away, or furnish" intoxicating liquors to anyone in the local-option area. *Held*, that the defendant may not be convicted. *People v. Driver*, 20 Detroit Legal News 17 (Mich. Sup. Ct., March 20, 1913).

One may order liquor shipped to him from outside a local-option area without violating the statute. In the absence of evidence of a contrary intention by the parties, delivery of the goods by the seller to a common carrier for shipment to the buyer transfers title and completes the sale. *Badische Anilin und Soda Fabrick v. Basle Chemical Works*, [1898] A. C. 200. Hence there is no sale in the prohibited territory. *Frank v. Hoey*, 128 Mass. 263; *State v. Wingfield*, 115 Mo. 428, 22 S. W. 363; *Harding v. State*, 65 Neb. 238, 91 N. W. 194. There is also no furnishing in the dry county (*Southern Express Co. v. State*, 107 Ga. 670, 33 S. E. 637), for title has already passed to the purchaser and one cannot "furnish" the owner with his own goods. What one may do himself he may do by an agent, and a sale to the agent is a sale to the principal. So where one acts merely as agent for another in purchasing liquor outside the local-option area and delivering it to his principal, he is not guilty of any act of sale within the county, although he advances his own money and is afterwards repaid by the principal. *Whitmore v. State*, 72 Ark. 14, 77 S. W. 598; *State v. Allen*, 161 N. C. 226, 75 S. E. 1082; *People v. Tart*, 169 Mich. 586, 135 N. W. 307. The principal case is but an application of the above principles. The agent must act, however, *bonâ fide* as agent for the buyer and not the seller, and without interest in the liquor, or profit from the sale. *State v. Gross*, 76 N. H. 304, 82 Atl. 533; *People v. Tart*, *supra*. See 11 HARV. L. REV. 468; 13 HARV. L. REV. 609.

JURY — VENIRE: MOTION TO QUASH — DISCRIMINATION AGAINST NEGROES — CONSTITUTIONAL LAW. — Jury commissioners in making up a general venire of three hundred citizens for jury service in a county in Louisiana selected only white men, although about one quarter of the community was negro. The defendant, a negro, moved to quash the general venire. *Held*, that the motion was correctly overruled. *State v. Turner*, 63 So. 169 (La.).

This method of selecting a venire has been uniformly upheld unless it has been affirmatively proved by the appellant that actual discrimination on the ground of color took place. *State v. West*, 40 So. 920, 116 La. 626; *Miller v. Commonwealth*, 127 Ky. 387, 105 S. W. 899. On a motion to quash, the burden of proof is normally on the person asking relief, but the difficulty of affirmatively showing actual discrimination in this class of cases is so great that the suggestion of Mr. Justice Harlan to the effect that where, in a community having a large proportion of negroes, it is shown that the venire is by custom composed exclusively of whites, a *primâ facie* case for discrimination should be raised, seems worthy of consideration. *Neal v. Delaware*, 103 U. S. 370. But on the other hand one may argue, as did the court in the principal case, that the jury commissioners, all of whom were white, were probably not discriminating against the negroes, but were of necessity confined to the selection of whites since the law required that they should select for service on the jury

men they personally knew to be "competent" for service and "good and true." The question of the defendant's constitutional right under the Fourteenth Amendment was not raised in the principal case, but it often is where similar facts are involved. See 17 HARV. L. REV. 351.

MUNICIPAL CORPORATIONS — GOVERNMENTAL POWERS AND FUNCTIONS — RIGHT TO AMUSE CITIZENS. — An ordinance passed by the municipal council of the city of Toledo ordered a transfer of one thousand dollars to the department of public service for the establishment of a municipal moving-picture theatre. The city auditor refusing to make the transfer, a proceeding in mandamus was brought against him. *Held*, that the writ of mandamus be denied. *State ex rel. City of Toledo v. Lynch*, 102 N. E. 670 (Oh.). See NOTES, p. 162.

OFFER AND ACCEPTANCE — REWARD — UNILATERAL CONTRACTS. — A reward is offered for the arrest and conviction of a criminal. A. gives information that leads the authorities to B. and C. who identify the criminal. He is arrested and confesses. The offeree pays the money into court and files a bill of interpleader. *Held*, that the reward be equitably divided between A., B., and C. *Bloomfield v. Maloney et al.*, 20 Detroit Leg. N. 700 (Sup. Ct., Mich., July 18, 1913).

An offer of a reward is an offer to a unilateral contract, to be accepted by performance. It follows that the general principles of the law of contracts apply, and that this performance must comply with the terms of the offer. *Williams v. West Chicago St. R. R. Co.*, 191 Ill. 610. Performance of only part of what is asked for, cannot entitle one to any part of the reward. *Furman v. Parke*, 21 N. J. L. 310; *Hogan v. Stophlet*, 179 Ill. 150, 63 N. E. 604. Similarly if the result asked for has been accomplished, but by the efforts of several people acting independently, each of whom performs only a part, no one of them can claim to have fulfilled the conditions of the offer, and consequently the reward has not been earned. If, however, these people had coöperated in a partnership, the reward would fairly be earned by that partnership for distribution among its members. *Kinn v. First Nat. Bank of Mineral Point*, 118 Wis. 537, 95 N. W. 969. Although is not absolutely clear from the report of the principal case, it seems that the claimants acted independently, and if this view of the facts is correct the case cannot be supported.

POST-OFFICE — WHETHER GOVERNMENT CAN SUE AS BAILEE OF OWNER FOR CONVERSION OF MAIL — EFFECT OF OWNER'S FRAUD. — The defendant was under contract to carry for the plaintiff (the United States) such foreign and domestic mail as was delivered to it in accordance with the acts of Congress and the regulations of the Post-Office Department. A package of jewelry having a salable value, which was mailed in France and addressed to Havana, via the United States, was lost owing to the defendant's negligence. The postal convention between the plaintiff and the French Republic prohibits the transmission by mail into the United States of any merchandise having a salable value. The Postmaster-General imposed a fine upon the defendant, in accordance with the statute providing such a penalty for delinquencies in the mail service, but the amount of the fine was not determined by the value of the lost articles. Act June 8, 1872, c. 335, § 266, 17 STAT. AT LARGE, 316. This action for the value of the jewelry is brought by the United States as bailee of the owner. *Held*, that the plaintiff cannot recover. *United States v. Atlantic Coast Line R. Co.*, 206 Fed. 190 (Dist. Ct., E. D. N. C.).

Where a railroad carries mails for the government its liability to the government depends upon the special contract between it and the government. *Atchi-*